REMARKS

The application now comprises claims 62-67,123-128, 130-134, 136 and 137.

The Specification was objected to because of informalities on pages 20, 31, and 36. These typographical errors have been corrected by submission of corrected paragraphs. The examiner indicated that a proposed amendment to the Specification submitted on Nov. 18, 2002 has not been entered because of an error in indicating the location for insertion of same. That proposed amendment is herein resubmitted. The specification has been amended at page 36 to conform the specification and drawings to said originally filed claims. New Fig 17 was previously added to conform to those claims and the specification was previously amended at page 20 to reference the added drawing. It is respectfully submitted that the amendments to the specification do not constitute new matter as they are fully supported by the application as originally filed.

Claims 123 and 128 were objected to as containing informalities. Claim 123 has been amended to correct the spelling error. Claims 124 and 128 were objected to because the claims are identical. It is note that Claim 124 was incorrectly transcribed in the amendment of October 1, 2002. Claim 124 has been amended so that it is substantially the same as originally filed on April 17, 2002. Claims 124 as amended clearly sets forth that the vehicle for delivery is not part of the claimed first security system.

Claims 62-67, 123-128, 130-134, 136 and 137 were rejected under 35 USC §112, second paragraph, as being indefinite in that it is unclear if the cash cassette security system and transportation means in claim 62, the container in claim 123 and the second security system in claims 123 and 137 are positively claimed. Also claim 137 does not end with a period. Claims 62 and 137 have been amended to eliminate these objections. It is respectfully submitted that claims 123 and 137 do particularly point out and distinctly claim the invention. Claim 123 is directed to a first security system for safeguarding a container, such as a cash cassette being transported to and delivered to a second security system, such as within an ATM, which includes spoiling means, locking means, control means and communication means. The first security means locks on to the container, communicates with the second security means, assures proper delivery to the second security means, and spoils the container contents if tampering of the container occurs or the delivery is hampered. The container, the second security means and the vehicle used to transport the cassette are not part of the first

part of the first security means. Likewise, in claim 137, the second security system is not part of the first security system; it is a separate system intended to receive the container temporarily connected to the first security system.

Claims 62-67, 123, 128, 130-134, 136 and 137 were rejected under 35 USC §102(e) as being anticipated by Cassidy et al, US Patent 5,615,625, in that Cassidy teaches a security system for a lockable container for bank notes including a spoiling system that monitors the container during transport between a first and second location including a temperature sensor to detect tampering to activate the spoiling means.

Cassidy does not anticipate the claimed invention.

During the delivery of cash to the ATM the cash cassette is placed in a portable security container, namely the "transportation means" in applicant's claim 62. The cash cassette is protected during delivery by "a security system of the transportation means". The present invention addresses the hand over between the security device in the ATM and the "security system of the transportation means". The cash cassette is not released to the ATM until the ATM has confirmed that the ATM based security system is functioning correctly to protect the cassette.

Comparing Cassidy with the present invention, Cassidy does not teach that the Cassidy security container 20 withholds its contents in the event that a delivery path, transportation means or docking station has been tampered with or the spoiling means has been released. It also does not describe any automatic communication between the security container and the docking station 18 when the container is inserted into the docking station, see column 3, lines 10 to 15, and column 4 lines 6 to 13. Instead, Cassidy requires that a code be transmitted to the receiving site and manually entered via a PC associated with the docking station in order to cause the docking station to unlock the container. Specifically, Cassidy does not disclose or suggest that the container has knowledge of the security code needed to prompt the docking station into opening the container. The code must merely correspond to the code transmitted to the depot station from the deposit station via modems 14. Therefore there is no explicit communication between the docking station and the container to check the security status of the container, or, in particular, the security status of the spoiling ink delivery. Instead, the docking station must instruct the security container to switch off its security means. Cassidy does not teach that the container can refuse to disable its security

means. In addition, Cassidy does not disclose that the contents of the container consist of a cash cassette for use inside an ATM. Thus the present claim 62 is not anticipated by Cassidy.

The Cassidy patent does not include a hand-off procedure whereby a first security system (the security system of the delivery container) checks that the ATM's security system is protecting the container before handing over or relinquishing responsibility for protecting the container to said second security system. As described in Cassidy, column 4, lines 2 to 9, after the container 20 is inserted into the docking station 18 and a correct code is entered, the lid of the container opens. This code is transmitted between the deposit station 10 and depot station 12 via modems 14. This is not a procedure for relinguishing responsibility for protecting the container as alleged by the Examiner, as the container in transit is the responsibility of the transportation system (see Figure 1). Therefore the modems 14 are merely used to transmit a security code and cannot be used in a hand-off procedure for relinquishing responsibility for protecting the container. The document does not describe any such procedure between the security container and either one of the docking stations 18.

Simply stated, the Cassidy et al system requires the Depot station receiving the delivery to have previously received an access code for the container delivered. Applicant's invention does not require this transmission of information or manual entry of same at the Depot site because, for example, the first security system is programmed to have the identity of the ATM intended to receive the container. (Page 3, lines 1-3). If the container is not delivered to the intended site (Depot), it can not be opened without destroying its contents. In contrast, the security system of Cassidy can be defeated by one intercepting the transmission of the access code and entering that code in an unintended site under control of that unauthorized individual, allowing theft of the container contents.

The arguments set forth above in regard to claim 62 also apply to claim 123. Further, claim 123 is directed to the above described hand-off procedure which is not shown in Cassidy and is therefore novel and inventive over Cassidy.

The remaining claims are all dependent on either claim 62 or claim 123, and are therefore patentable.

Claims 124-127 were rejected under 35 USC §103 as being obvious based on Cassidy et al in light of Boutroy et al, US Patent 4,799,435 in that Boutroy et al teaches monitoring a container in a transit vehicle and it would be obvious to modify Cassidy to include the locking feature within the vehicle. The arguments set forth above distinguish the claimed

invention over Cassidy et al. and are hereby reasserted. Boutroy does not provide applicant's teachings which are missing from Cassidy and if added to Cassidy would still not render obvious applicants claimed invention. In particular, Boutroy does not disclose or suggest the automatic handover responsibility included in applicant's claimed invention or the ability of applicant's claimed device to refuse to relinquish responsibility to the receiving security system if that receiving system has been tampered with or is not the intended recipient.

Claims 62-67,123-128, 130-134, 136 and 137 remain in the application. It is respectively submitted that these claims are patentable, fully supported by the Specification and not shown by the prior art. Further, it is asserted that the present amendment renders the claims allowable or in better form for appeal and therefore this amendment should be entered. It is requested that the claims be found to be patentable and a Notice of Allowance be issued.

Respectfully submitted,

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Date Christina Nicoll